

Date: April 19, 2022


WHEREAS, it appearing that Plaintiff filed the instant action against Defendants on May 13, 2021, alleging, among other claims, that Defendants failed to make the required Settlement Payments due in accordance with their Settlement Agreement, which was executed on or about March 25, 2020, in breach of their obligations, *see* Compl. ¶¶ 24, 27; and Defendants agreed to pay fees and miscellaneous charges in accordance with the License Agreement after the effective date of the Settlement Agreement, *id.* ¶ 28; and Defendant Mirage repeatedly failed to pay to Plaintiff the Recurring Fees accruing after the Settlement Agreement's effective date in breach of its obligations under the License Agreement and the Settlement Agreement, *id.* ¶ 28; and the Summons and Complaint was returned executed on June 17, 2021 [ECF No. 5]; and Defendants

having been served on June 17, 2021 and having failed to answer or appear in this action in any manner; and entry of default having been entered against Defendants on December 1, 2021; and Plaintiff having provided Defendants with written notice of its motion for default judgment [ECF No. 15]; and Defendants having failed to respond to the instant Motion and the time for such response having lapsed; and the Court having reviewed the papers; and good cause having been shown:

ACCORDINGLY, IT IS on this 19th day of April, 2022,

ORDERED that Plaintiff's Motion for Default Judgment [ECF No. 15] is **GRANTED**; and it further

ORDERED that the Plaintiff will provide proof of the Recurring Fees (principal plus prejudgment interest) in the amount of \$314,664.99 by **May 3, 2022**. The Court will enter the total amount of final judgment upon the appropriate showing of proof.



JULIEN XAVIER NEALS
United States District Judge